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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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<b>In re</b>	:
	:
<b>SEARS HOLDINGS CORPORATION, et al.,</b>	:
	:
	:
<b>Debtors.</b>	:
-----X	

**Chapter 11**  
**Case No. 18-23538 (RDD)**  
**(Jointly Administered)**

**HAIN CAPITAL GROUP LLC'S  
LIMITED OBJECTION TO AND MOTION FOR  
CLARIFICATION REGARDING DEBTORS' NOTICE OF  
ASSUMPTION AND ASSIGNMENT OF ADDITIONAL EXECUTORY CONTRACTS**

Hain Capital Investors Master Fund, Ltd. ("**Hain**"), by and through its undersigned counsel, hereby submits this limited objection to, and motion for clarification on (the "**Limited Objection**"), the: (1) Debtors' Notice of Assumption and Assignment of Additional Executory Contracts (the "**Assumption and Assignment Notice**") (Dkt. No. 3397), filed by the Debtors; and (2) the status of Hain's 11 U.S.C. Section 503(b)(9) administrative expense claims against the Debtors and respectfully states as follows:

**LIMITED OBJECTION AND MOTION FOR CLARIFICATION**

1. On January 18, 2019, the Debtors filed its *Notice Of Cure Costs And Potential Assumption And Assignment Of Executory Contracts And Unexpired Leases In Connection With Global Sale Transaction* (Dkt. No. 1731) (the “**Potential Assignment Notice**”). This Potential Assignment Notice listed Winiadaewoo Electronics America, Inc.’s (“**WEA**”) contract as a contract that may be assumed and assigned in connection with the sale of certain assets by the Debtors.

2. On January 25, 2019, WEA filed its initial cure objection objecting to the stated (1) “Contract Executed Date”; (2) “Contract Expiration Date”; and (3) cure amount. (Dkt. No. 1809).

3. On January 29, 2019, WAE assigned to Hain certain 11 U.S.C. Section 503(b)(9) administrative expense claims against the Debtors in the amount of \$6,164,992.61. (Dkt No. 2624). WAE previously filed this proof of claim as claim number 8339.

4. On February 15, 2019, Hain filed a *Notice of Transfer of Claim Other Than for Security* regarding the 503(b)(9) claims purchased from WAE in the amount of \$6,164,992. (Dkt. No. 2624).

5. On April 26, 2019, the Debtors filed the Assumption and Assignment Notice listing WEA’s Supply Agreement for Refrigeration Products, Amendment #1 to the Supply Agreement, and Amendment #2 to the Supply Agreement (collectively, the “**Supply Agreements**”) as contracts buyer had designated for assumption and assignment. (Dkt. No. 3397). The Debtors listed the cure amounts due under these contracts as “resolved.”

6. On May 6, 2019, WAE filed a supplemental *Limited Objection of Winiadaewoo Electronics America, Inc. to Debtors’ Notice of Assumption and Assignment of Additional*

*Executory Contracts* (the “**Supplemental Objection**”). (Dkt. No. 3645). In this Supplemental Objection, while not objecting to the assumption and assignment of the Supply Agreements, WAE asserted that the 503(b)(9) claims against the Debtors, that WAE sold to Hain, were still outstanding and that the amount due is \$6,164,992,61.

7. On May 14, 2019, Hain became aware of the situation upon receipt of an email from WAE. Hain quickly replied to WAE and separately reached out to the Debtors and Transform in an effort to fully understand and fix these issues. Hain, however, has not received satisfactory responses expressing an intention to assist Hain in remedying the situation.

8. The purpose of this Limited Objection is to confirm that these claims, owned by Hain, remain extant as 503(b)(9) claims. Neither Transform nor WAE own the claims and neither has any right to amend, modify, or waive the claims. Moreover, the holder of the claims, Hain, certainly did not and does not agree to waive them. Further, Hain was not noticed on the Debtors’ Assumption and Assignment Notice.

9. Accordingly, Hain files this Limited Objection to seek clarification on the status of its claims and to ensure that it receives the payment it is due from the Debtors or Transform.

**RESERVATION OF RIGHTS**

10. Hain reserves all of its rights, claims, defenses, and remedies, including, without limitation, the right to amend, modify, supplement or withdraw this Limited Objection, to seek discovery, and to raise additional objections during or prior any hearing on this Limited Objection.

**CONCLUSION**

**WHEREFORE**, Hain respectfully requests that the Court set a hearing to (1) resolve the outstanding objections and clarify the payment responsibilities owed to Hain under its 503(b)(9) claim of the Debtors and (2) grant Hain such other or further relief as the Court deems just and proper.

Dated: May 20, 2019

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